

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cryogenic Experts, Inc.		01/25/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cryogenic Experts, LLC		
<b>Street Address:</b>	2801 Mitchell Ave		
<b>Internal Address:</b>	c/o Acme Cryogenics, Inc.		
<b>City:</b>	Allentown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3904403	CEXI	
<b>Registration Number:</b>	3904404	CEXI	
<b>Registration Number:</b>	3913525	CRYOGENIC EXPERTS INC.	
<b>Registration Number:</b>	3904287	CEXI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP/Noah Shier		
<b>Address Line 1:</b>	1095 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	395345-164325		
<b>NAME OF SUBMITTER:</b>	Noah Shier		
<b>SIGNATURE:</b>	/Noah Shier/		
<b>DATE SIGNED:</b>	03/07/2019		
<b>Total Attachments: 5</b>			

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**RECORDABLE TRADEMARK ASSIGNMENT**

This **RECORDABLE TRADEMARK ASSIGNMENT** (this “Assignment”) is made as of January 25, 2019 (the “Effective Date”) by and between Cryogenic Experts, Inc., a California corporation (“Assignor”), and Cryogenic Experts, LLC, a Delaware limited liability company (“Assignee”). Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, Assignor, Robert J. Worcester, DragonFly Sports, DragonFly Realty LLC and Assignee have entered a certain Asset Purchase Agreement, dated as of the same date hereof, and an associated Intellectual Property Assignment, dated as of the same date hereof (together, the “Purchase Agreement”), pursuant to which Assignee has acquired certain assets of Assignor, including, without limitation, the trademark registrations and applications listed on Schedule A (the “Trademarks”); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Trademarks to Assignee as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to the Trademarks, together with all the goodwill of the business connected with the use of and symbolized by the foregoing, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this Assignment not been made.

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

“ASSIGNEE”:

CRYOGENIC EXPERTS, LLC

By: [Signature]  
Name: Joshua Wilson  
Title: Vice President and Assistant Secretary  
Date: 3/6/19

“ASSIGNOR”:

CRYOGENIC EXPERTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

County of Delaware )  
State of Pennsylvania ) SS.

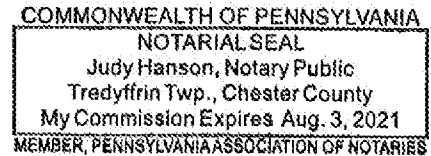
On this 6<sup>th</sup> day of March, in the year 2019 before me, Judy Hanson, Notary Public, personally appeared Joshua Wilson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of PA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
(Notary Public)

(Seal)



The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:


“ASSIGNEE”:

CRYOGENICS EXPERTS, LLC

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

“ASSIGNOR”:

CRYOGENIC EXPERTS, INC.

By:  \_\_\_\_\_  
 Name: ROBERT J. WORCESTER  
 Title: PRESIDENT  
 Date: 25 JAN 2019

County of \_\_\_\_\_, )  
 ) SS.  
 State of \_\_\_\_\_, )

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature See attached (Seal)  
 (Notary Public)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

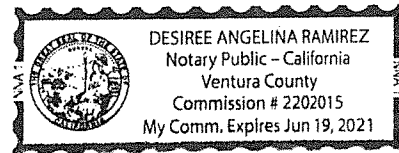
State of California  
County of Ventura

On Jan. 25th, 2019 before me, Desiree Angelina Ramirez  
(insert name and title of the officer)

personally appeared Robert J. Worcester,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Desiree Angelina Ramirez (Seal)

**SCHEDULE A**

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

	<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Registration Number</b>	<b>Registration Date / (Application Date)</b>	<b>Assignor</b>
1	CEXI	US	Registered	3904403	11-JAN-2011	CEI
2	CEXI	US	Registered	3904404	11-JAN-2011	CEI
4	CRYOGENIC EXPERTS INC.	US	Registered	3913525	01-FEB-2011	CEI
5	CEXI	US	Registered	3904287	11-JAN-2011	CEI
6	CEXI	International Register	REGISTRATION (REGISTERED)	1352523	08-MAY-2017	CEI
7	CRYOGENIC EXPERTS INC.	International Register	REGISTRATION (REGISTERED)	1354431	08-MAY-2017	CEI
8	CEXI	International Register	REGISTRATION (REGISTERED)	1359695	08-MAY-2017	CEI
9	CEXI	International Register	REGISTRATION (REGISTERED)	1361244	08-MAY-2017	CEI
10	CEXI	Korea (International Register)	PENDING	(1352523)	(08-MAY-2017)	CEI
11	CRYOGENIC EXPERTS INC.	Korea (International Register)	PENDING	(1354431)	(08-MAY-2017)	CEI
12	CEXI	Korea (International Register)	PENDING	(1359695)	(08-MAY-2017)	CEI
13	CEXI	Korea (International Register)	PENDING	(1361244)	(08-MAY-2017)	CEI
14	CEXI	China (International Register)	PENDING	(1352523)	(08-MAY-2017)	CEI
15	CRYOGENIC EXPERTS INC.	China (International Register)	PENDING	(1354431)	(08-MAY-2017)	CEI
16	CEXI	China (International Register)	PENDING	(1359695)	(08-MAY-2017)	CEI
17	CEXI	China (International Register)	PENDING	(1361244)	(08-MAY-2017)	CEI